

**EXHIBIT K**  
**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION  
Douglas Park  
P.O. Box 93005  
Long Beach, California  
Attn: \_\_\_\_\_

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), is made and entered into as of \_\_\_\_\_, by and between MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), with reference to the following:

A. Pursuant to that certain certain Purchase Agreement And Escrow Instructions dated as of \_\_\_\_\_ (the "Purchase Agreement"), Assignor is selling to Assignee certain real property (the "Property") located within the area commonly known as Douglas Park and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Assignor heretofore entered into that certain Douglas Park Development Agreement dated \_\_\_\_\_ by and between Assignor and the City of Long Beach (the "Development Agreement"), which was recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ in the Official Records of the Recorder's Office of Los Angeles County, California.

C. In connection with the sale of the Property pursuant to the Purchase Agreement, Assignor now desires to assign and convey, and Assignee desires to accept and assume, all of Assignor's interest in and all of Assignor's obligations under the Development Agreement, subject to the conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ASSIGNMENT. Assignor hereby assigns, transfers, sets-over and delivers unto Assignee, without recourse or warranty of any kind, express or implied, all of the following rights, interests, benefits and privileges of Assignor under the Development Agreement:

[LIST OF RIGHTS, INTERESTS, BENEFITS AND PRIVILEGES BEING ASSIGNED.]

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and agrees to assume, discharge, keep, perform and fulfill all of the following terms, conditions, duties and obligations arising on or after \_\_\_\_\_ [DATE OF ASSIGNMENT] to be performed and fulfilled by Assignor under the Development Agreement, for the duration thereof:

[LIST OF TERMS, CONDITIONS, DUTIES, INDEMNITIES AND OBLIGATIONS BEING ASSUMED.]

3. ASSIGNOR'S INDEMNITY. Assignor shall fully and completely defend, indemnify and hold harmless Assignee and each and all of its successors, assigns, employees, officers, shareholders, directors, agents, servants and legal representatives from and against any and all manner of action or actions, cause or causes of action, in law or in equity, promises, liabilities, claims, demands, damages, loss, cost or expense (including without limitation attorney's fees and expenses) of any nature whatsoever (hereinafter collectively referred to as "Claims") arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstances existing or occurring prior to [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

4. ASSIGNEE'S INDEMNITY. Assignee shall fully and completely defend, indemnify and hold harmless Assignor and each and all of its successors, assigns, employees, officers, partners, directors, agents, servants and legal representatives from and against any and all Claims arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstance existing or occurring on or after \_\_\_\_\_ [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

5. REPRESENTATION OF ASSIGNEE. Assignee hereby acknowledges receipt of a copy of the Development Agreement and represents and warrants that it has knowledge of its terms, covenants, conditions, duties and obligations.

6. COVENANTS OF FURTHER ASSURANCES. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

7. COUNTERPARTS. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and recorded as provided in Section 9 hereof, shall constitute a binding Assignment between the parties.

8. SUCCESSORS AND ASSIGNS. All of the terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9. EFFECTIVENESS. The effective date of this Assignment shall be the date upon which this instrument is recorded in the Official Records of the Recorder's Office of Los Angeles County, notwithstanding a prior execution date.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first set forth above.

ASSIGNOR:

MCDONNELL DOUGLAS  
CORPORATION, a Maryland corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally

SIGNATURE OF NOTARY PUBLIC

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On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally

SIGNATURE OF NOTARY PUBLIC